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11/18/2013 9:20:31 AM  
STEPHEN T. PACHECO  
MRN

STATE OF NEW MEXICO  
COUNTY OF SANTA FE  
FIRST JUDICIAL DISTRICT COURT

JOHN AGUAYO, Sr.,  
in his personal capacity and  
as Personal Representative of the  
Estate of CHRISTOPHER AGUAYO,  
DENISE AGUAYO, and JOHN AGUAYO, Jr.,

Plaintiffs,

vs.

No. D-101-CV-2012-1489

MICHAEL TRUJILLO,  
TRACE SPOONHOWARD,  
NEW MEXICO DEPARTMENT OF PUBLIC SAFETY,  
STATE OF NEW MEXICO, and  
AMCO INSURANCE COMPANY,

Defendants.

**STIPULATION OF DISMISSAL WITH PREJUDICE**  
**OF**  
**CLAIMS AGAINST TRACE SPOONHOWARD**

COME NOW the Plaintiffs and Defendant Trace Spoonhoward, by and through their respective undersigned attorneys, pursuant to and in accordance with Rule 1-041(A)(1)(b) NMRA, and hereby stipulate to the dismissal with prejudice of all claims and the entirety of the complaint as against Trace Spoonhoward.

This Stipulation of Dismissal with Prejudice is entered without any admission or finding of negligence, liability and/or wrongdoing by Officer Trace Spoonhoward.

The parties shall each bear their own fees and costs with respect to the dismissal of these claims.

Agreed, Stipulated and Submitted By:

/s/ MATTHEW L. GARCIA  
MATTHEW L. GARCIA  
MOLLY NOWARA  
Attorneys for Plaintiffs

/s/ MICHAEL DICKMAN  
MICHAEL DICKMAN  
Attorney for Defendant  
Trace Spoonhoward

NOTED AS TO FORM:

/s/ JILL M. COLLINS  
JILL M. COLLINS  
Attorney for Defendant  
AMCO Insurance Company

### GENERAL RELEASE OF LIABILITY

FOR VALUABLE CONSIDERATION in the amount of \$520,000, the receipt and sufficiency of which hereby are acknowledged, the undersigned **JOHN AGUAYO, Sr., DENISE AGUAYO, and JOHN AGUAYO, Jr.,** as individual persons on their own behalves and also on behalf of their spouses, parents, siblings, children, heirs, assigns, successors, administrators, executors, agents, attorneys and representatives (collectively referred to herein as "Plaintiffs"), forever release and completely discharge the State of New Mexico ("State"), the New Mexico Risk Management Division and all of the State's branches, agencies, departments, boards, instrumentalities, institutions and political subdivisions and all of their past, present and future commissioners, officers, employees, agents, servants and independent contractors, acting in either their official or individual capacities, including but not limited to **the New Mexico Department of Public Safety and Trace Spoonhoward**, from any and all claims, actions, suits, obligations, causes of action, demands or debts of whatever kind or description, known or unknown, suspected or unsuspected, at law or in equity, that they may have now or hereafter arising out of any action, omission, event, word or deed of any person or entity related in any way whatsoever to the action named and styled Aguayo, et al. v. Trujillo, et al., First Judicial District Court Cause No. D-101-CV-2012-1489, which action Plaintiffs hereby agree to dismiss with prejudice as against the Defendants Trace Spoonhoward, State of New Mexico, and the New Mexico Department of Public Safety.

Plaintiffs hereby acknowledge that this General Release of Liability is intended as a universal accord and satisfaction.

In executing this General Release of Liability, the Plaintiffs acknowledge that they have acted with the benefit of independent legal advice and counsel furnished by attorneys of their own choosing and are fully aware of the matters at issue in the claim described above and understand fully the terms, meaning and legal effect of this General Release of Liability.

Plaintiffs understand, agree and hereby represent as follows:

1. This General Release of Liability is part of a settlement of vigorously disputed and contested claims;

2. Plaintiffs understand that Defendants assert that the settlement agreement of which this release is a part has been made by the New Mexico Risk Management Division on behalf of the State of New Mexico and the State's agencies and officers and to avoid the time, energy and expense of further litigation;

3. Neither the State of New Mexico nor any of the State's agencies or present or former individual employees, including but not limited to Trace Spoonhoward, admits any wrongdoing or any liability to the Plaintiffs or to any other party or person;

4. The State of New Mexico and all of the State's present and former officers and public employees vigorously dispute and deny any and all wrongdoing and/or liability; and

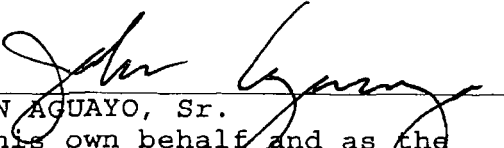
5. Neither this General Release of Liability nor the settlement agreement or the fact of settlement may be treated in any way as evidence of any wrongdoing or liability or as an

admission of any kind by or against the State of New Mexico or any of the State's agencies or its individual officers or employees.

Plaintiffs hereby promise and agree to hold harmless and indemnify all the released parties from any and all claims and liens for medical services of any kind, including but limited to claims and/or liens by or on behalf of hospitals, physicians, clinics, psychologists, therapists, counsellors and all other health-care providers, and including by claims and/or liens made by or on behalf of Medicare and/or Medicaid.

As an integral part of this General Release of Liability and the settlement agreement of which it is a part, and the consideration paid to Plaintiffs, Plaintiffs agree that the amount of the settlement agreement shall remain forever confidential as provided by law. Plaintiffs understand and recognize that as governmental entities, the New Mexico Risk Management Division and the New Mexico Department of Public Safety and their officers and employees ("State") are subject to Inspection of Public Records Act and the applicable New Mexico statutes and case law governing inspection and disclosure of records, and that they must comply with such statutes and laws. If the State discloses information, then Plaintiffs may do so to the extent of the State's disclosures.

The parties shall bear their own costs and attorney's fees.

  
JOHN AGUAYO, Sr.  
In his own behalf and as the  
Personal Representative of the  
Estate of Christopher Aguayo, Deceased

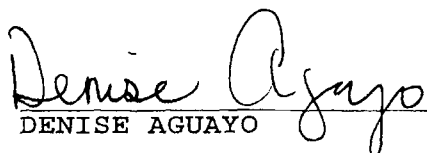
ACKNOWLEDGEMENT

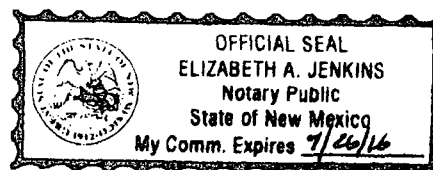
STATE OF NEW MEXICO                    )  
  ) ss.  
COUNTY OF Bernalillo            )

SUBSCRIBED AND SWORN TO before me by John Aguayo, Sr. on this  
2d day of December, 2013.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 4/26/16

  
\_\_\_\_\_  
DENISE AGUAYO



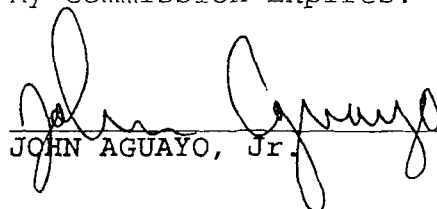
ACKNOWLEDGEMENT

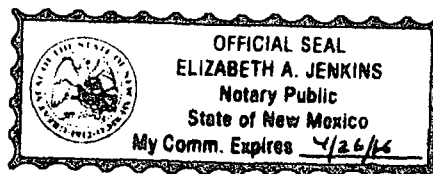
STATE OF NEW MEXICO                    )  
  ) ss.  
COUNTY OF Bernalillo            )

SUBSCRIBED AND SWORN TO before me by Denise Aguayo on this  
2d day of December, 2013.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 4/26/16

  
\_\_\_\_\_  
JOHN AGUAYO, Jr.



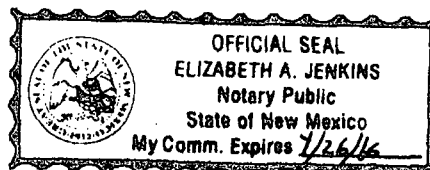
ACKNOWLEDGEMENT

STATE OF NEW MEXICO                    )  
  ) ss.  
COUNTY OF Bernalillo            )

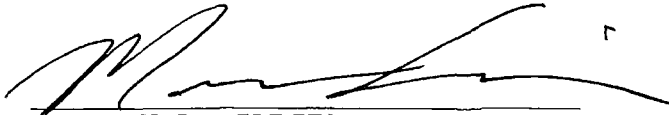
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2d day of December, 2013.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 4/26/16



ACKNOWLEDGED:

A handwritten signature in black ink, appearing to read 'Matthew L. Garcia', written over a horizontal line.

MATTHEW L. GARCIA

MOLLY NOWARA

Attorneys for the Plaintiffs

STATE OF NEW MEXICO  
COUNTY OF SANTA FE  
FIRST JUDICIAL DISTRICT COURT

JOHN AGUAYO, Sr.,  
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Defendants.

**STIPULATION OF DISMISSAL WITH PREJUDICE OF**  
**ALL CLAIMS AGAINST NEW MEXICO DEPARTMENT OF PUBLIC SAFETY**  
**AND**  
**STATE OF NEW MEXICO**

COME NOW the Plaintiffs and Defendants State of New Mexico and New Mexico Department of Public Safety, by and through their respective undersigned attorneys, pursuant to and in accordance with Rule 1-041(A)(1)(b) NMRA, and hereby stipulate to the dismissal with prejudice of all claims and the entirety of the complaint as against Defendants State of New Mexico and New Mexico Department of Public Safety.

All claims against Defendant Trace Spoonhoward previously were dismissed with prejudice, by stipulation filed November 18, 2013.

The parties shall each bear their own fees and costs with respect to the dismissal of these claims.



Agreed, Stipulated and Submitted By:

/s/ MATTHEW L. GARCIA  
MATTHEW L. GARCIA  
MOLLY NOWARA  
Attorneys for Plaintiffs

/s/ MICHAEL DICKMAN  
MICHAEL DICKMAN  
Attorney for Defendants  
Trace Spoonhoward,  
New Mexico Department of Public Safety  
and State of New Mexico

NOTED AS TO FORM:

/s/ JILL M. COLLINS  
JILL M. COLLINS  
Attorney for Defendant  
AMCO Insurance Company